

## AGREEMENT FOR SALE

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THIS AGREEMENT FOR SALE is made at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_, 2017,

**BETWEEN**

**TRIDHAATU BHARADWAJ DEVELOPERS LLP**, having PAN: **AAHFT1279M**, a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008, having LLPIN No. AAA-5803 and its registered office at 5<sup>th</sup> Floor, B-Wing, Shrikant Chambers, Near R. K. Studios, Sion Trombay Road, Chembur, Mumbai – 400071, hereinafter referred to as "**THE DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the **ONE PART**:

**AND**

**MR./MRS./Messrs. \_\_\_\_\_**, having PAN: \_\_\_\_\_ adults Indian inhabitants residing at \_\_\_\_\_, hereinafter referred to as "**THE PURCHASER/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include in the case of an individual/s his/her/heir respective heirs, executors, administrators and permitted assigns and in the case of a partnership firm the partners or partner for the time being constituting of the said the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their/his/her permitted assigns and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in the case of a body corporate, its successors in title and permitted assigns) of the **OTHER PART**:

**RECITALS:**

**WHEREAS:**

A. Mr. Ashok Jayaprakash Bhardwaj and Mr. Rajeev Jayaprakash Bhardwaj (hereinafter referred to as "**the said Owners**") are seized and possessed of or otherwise well and sufficiently entitled to the land bearing **CTS No.183, 183/1 to 183/18 and CTS No.191** admeasuring in aggregate **2632.6 Sq. Mt.** or thereabouts of Village Wadhawali, Taluka Kurla, within the Registration District and Sub-District of Bombay City and Bombay Suburban, lying being and situate at Wadhavali Village, Off C. Gidwani Road, Chembur, Mumbai - 400074, within the Limits of Brihanmumbai Mahanagarpalika (hereinafter referred to as "**the said Land**"). The said Land is more particularly described in the **FIRST SCHEDULE** hereunder written. The said Owners out of their own fund constructed the sheds and structures on the portion of the said Land (hereinafter referred to as "**the said Land Structures**");

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B. The said Owners are also the owners of land bearing CTS No.180, 180/1 to 18/8 and CTS No.181 (hereinafter referred to as "**the Adjacent Lands**");

C. Vide Development Agreement dated 7<sup>th</sup> August 2014, executed between the Owners (therein also jointly referred to as "the Owners") of the First Part, M/s. Bhatons Paints and Chemicals (therein also referred to as "M/s. Bhatons Paints and Chemicals") of the Second Part and the Developer herein (therein also referred to as "the Developer") of the Third Part, the Owners granted to the Developer the developmental rights to develop the said Land upon the terms and conditions contained therein. The Development Agreement is duly registered on 07.08.2014 before the Office of the Sub-Registrar, Kurla No.1, Mumbai Suburban District, under **Serial No.KRL-1/6856/2014** (hereinafter referred to as the "**said Development Agreement**");

D. The said Owners and the Developer have agreed that the development of the said Land is to be carried out by demolishing all the said Land Structures standing thereto and constructing:

- i. Two independent Residential Bungalows, each having a built up area of 2292.73 square feet (hereinafter collectively referred to as "**the said Owners' Bungalows**") in accordance with the specifications provided in the said Development Agreement to be constructed on the portion of said Land (hereinafter referred to as "**the Bungalow Land**"); and
- ii. One Multi-storied Residential Building to be known as "**HERSH AANGAN, by TRIDHAATU**" on the remaining portion of the said Land (hereinafter referred to as "**the New Building Land**");

E. Pursuant to the said Development Agreement the Municipal Corporation of Greater Mumbai ("MCGM") has issued the **Intimation of Disapproval** bearing **No. CE/6733/BPES/AM** on **23<sup>rd</sup> February, 2016** which is in respect of a part of the proposed building and owners bungalows. The aforesaid Intimation of Disapproval has been issued pursuant to the building proposal submitted under signatures of the Owners and at the request of the Developer;

F. Vide Supplementary Agreement dated 13<sup>th</sup> February 2017 duly registered on 14.02.2017 before the Office of the Joint Sub-Registrar at Kurla No.5, under Serial No.KRL-5/1515/2017 (hereinafter referred to as the "**said Supplementary Agreement**"), executed between the said Owners herein (therein also jointly referred to as "the Owners") of the First Part, M/s. Bhatons Paints and Chemicals (therein also referred to as "M/s. Bhatons Paints and Chemicals") of the Second Part and the Developer herein (therein also referred to as "the Developer") of the Third Part, the said Owners and the Developers recorded the detailed terms and conditions and the Developers' obligations for utilizing for

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all/any FSI/TDR in respect of the said Adjacent Lands. The Developer shall become entitled to use/load the FSI/TDR in the new building in respect of the said Adjacent Lands only after having complied with its obligations specified in the said Supplementary Agreement and with the written consent and confirmation from the said Owners;

- G. Pursuant to the said Development Agreement, Developer is well and sufficiently entitled to develop the said Land by demolishing the said Land Structures and constructing a new building on the said Land in accordance with the plans, designs, specification approved by the concerned local authority and which has been seen and approved by the Purchaser/s with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority, the Government to be made in them or any of them and the Purchaser/s herein give their irrevocable consent to the Developer to carry out such variations or modifications;
- H. The Developer has entered into a standard agreement with **Aakar Architect** (hereinafter referred to as "**the Architect**") registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects, whereas the Developer has appointed **H M Raje Structural Consultants Private Limited** for the preparation of the structural design and drawings of the New Building and the Developer accept the professional supervision of the Architect and the RCC Consultant till the completion of the New building;
- I. The Developer has the right to sell the flats in the new building to be constructed by the Developer on the said Land, and, to enter into this Agreement with the Purchaser/s of the flats to receive the sale consideration in respect thereof. The title and the right of the Developer to develop the said Land, sell the flats in the New Building to be constructed by the Developer on the said Land is certified by **K. Law Krishnamurthy and Company** as per their **Title Certificate** dated **9<sup>th</sup> October 2013**, a copy whereof is annexed hereto and marked **Annexure: 'A'**;
- J. The said Land and the said Adjacent Lands stands in the name of the said Owners in the records of the City Survey and Land Records Mumbai Suburban District. Annexed hereto and marked **Annexure: 'B'** is the copy of **Extract** issued by **Superintendent City Survey and Land Records**;
- K. The Developer has drafted construction plans of the New Building by utilizing FSI (Floor Space Index), present and future, as may be available under the Development Control Regulations (hereinafter referred to as "**DCR**") and/or any other rules/regulations/laws applicable to the said Land. **Intimation of Disapproval No. CE/6733/BPES/AM** dated **23<sup>rd</sup> February, 2016** ("**IOD**") has been granted by the Municipal Corporation of Greater Mumbai (herein after referred to as "**MCGM**") for commencing the construction on the said Land. The copy of the IOD is annexed hereto as **Annexure: 'C-1'**. The copy of approved

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Block Plan, Location/Layout Plan and Plan showing Open Spaces is annexed hereto and marked as "**Annexure C-2**". The copy of the Commencement Certificate issued by the MCGM pursuant to the IOD is annexed at "**Annexure C-3**". The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any which may have been imposed by the MCGM or any concerned local authority at the time of sanctioning of the said plans or thereafter and shall before handing over possession of the residential premises to the purchasers, obtain from MCGM or any concerned local authority occupation/completion certificate in respect of the new building.

L. The Developer has commenced the construction of a Building to be known as "**HERSH AANGAN, by TRIDHAATU**" comprising of \_\_\_\_\_ (\_\_\_\_\_) habitable floors (hereinafter referred to as "**the New Building**") and has registered the New Building with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued the Certificate of Registration bearing No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as "**the RERA Certificate**") for the Project and a copy of the RERA Certificate is annexed and marked as **Annexure: 'D'** hereto. The Purchaser has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the same to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Purchaser has agreed and consented to the development of the New Building. The Purchaser has also examined all documents and information uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

M. The Purchaser/s has/have perused the approved building plans and the floor plan, designs and specifications prepared by the Developer' Architect, the nature and quality of construction and fittings, fixtures, facilities and amenities provided/to be provided thereto. The Purchaser/s have demanded from the Developer and the Developer has given inspection to the Purchaser/s of all the documents of title relating to the said Land and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "**the MOFA**") and the RERA Act and the rules made there under. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/itself/themselves about the title of the Developer to the said Land and no requisition or objection shall be raised upon the Developer in any matter relating thereto. The Developer has represented to the Purchaser/s that the Developer has availed financial

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assistance for completing construction of the New Building and has mortgaged the development rights in respect of the said Land to "**JM FINANCIAL CREDIT SOLUTIONS LIMITED**" a company incorporated under the laws of India, with Corporate Identity Number U74140MH1980PLC022644 and having its registered office address at 7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400025 (hereinafter referred to as "**the said Company**"). The Developer are solely responsible and liable for repayment of the financial assistance to the said Company and obtaining a release/re-conveyance of the development rights thereof from the said Company;

- N. The Purchaser(s) has/have carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Developer and the Purchaser(s) has/have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this agreement;
- O. The Developer has agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase and acquire from the Developer, a **Flat bearing No.** \_\_\_\_\_ comprising of \_\_\_\_\_ (\_\_\_\_\_) Bedrooms, Hall and Kitchen on \_\_\_\_\_ (\_\_\_\_\_) **Floor** containing by admeasuring \_\_\_\_\_ **Sq. Mt.** equivalent to \_\_\_\_\_ **Sq. Ft.** (RERA carpet area) / \_\_\_\_\_ **Sq. Mt.** equivalent to \_\_\_\_\_ **Sq. Ft.** (DCR carpet area) (hereinafter referred to as "**the said Flat**") in the New Building developed on the said Land at or for the price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and upon the terms and conditions mentioned in this Agreement ("**Total Consideration**"). Prior to the execution of these presents, the Purchaser/s has/have paid to the Developer a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), being part payment of the Total Consideration of the said Flat agreed to be sold by the Developer to the Purchaser/s as advance payment (the payment and receipt whereof the Developer hereby admits and acknowledges);
- P. Under Section 4 of the MOFA and Section 13 of the RERA the Developer are required to execute a Written Agreement for sale of the said Flat to the Purchaser/s being in fact these presents and also to register the said Agreement under the Registration Act, 1908.
- Q. In accordance with and subject to the terms and conditions set out in this Agreement, the Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase and acquire, the Flat and the right to use the Common Areas and Limited Common Areas [and the garage/covered parking (if applicable)].

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

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1. **SCOPE AND OPERATION OF THE RECITALS:** The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
  
2. **DEFINITIONS:** In this Agreement, unless the context otherwise requires (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:
  - 2.1. **'DCR Carpet Area'**: shall have the meaning ascribed to it in Regulation 2.15 of the DCR.
  - 2.2. **'RERA Carpet Area'** shall have the meaning ascribed to it in Section 2(k) of the RERA Act.
  - 2.3. **'Common Areas'** shall mean and include amenities and facilities more particularly set out in Annexure: 'E' hereunder written;
  - 2.4. **'External Development Works'** shall mean and include the works more particularly set out in Annexure: 'E' hereunder written;
  - 2.5. **'Interest'** shall have the meaning ascribed to it in the RERA read with the RERA Rules.
  - 2.6. **'Internal Development Works'** shall mean and include the works more particularly set out in Annexure: 'E' hereunder written;
  - 2.7. **'Internal Fittings'** shall mean and include internal fittings and fixtures and amenities in the said Flat that shall be provided by the Developer are listed in the Annexure: 'E' annexed hereto.
  - 2.8. **'Occupation Certificate'** shall mean Certificate issued by the Municipal Corporation of Greater Mumbai under the Maharashtra Regional Town Planning Act, 1966;
  - 2.9. **'Possession Date'** shall mean \_\_\_\_\_
  
3. **SALE:**
  - 3.1. The Developer hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase from the Developer the said **Flat bearing No.** \_\_\_\_\_ comprising of \_\_\_\_\_ (\_\_\_\_\_) Bedrooms, Hall and Kitchen on \_\_\_\_\_ (\_\_\_\_\_) **Floor** containing by admeasuring \_\_\_\_\_ Sq. Mt. equivalent to \_\_\_\_\_ Sq. Ft. (RERA carpet area) / \_\_\_\_\_ Sq. Mt. equivalent to \_\_\_\_\_ Sq. Ft. (DCR carpet area)], shown hatched on the **Typical Floor Plan** thereof annexed hereto and marked as Annexure: 'F' at and for a Consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (hereinafter referred to as the "**Total Consideration**") which amount is inclusive

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of applicable TDS ("Tax Deducted at Source").

3.2. As incidental to the beneficial use of the said Flat, the Developer has:

3.2.1. permitted the Purchaser/s the exclusive use and occupation of balcony/verandah/pocket terrace/foyer space admeasuring \_\_\_\_\_ sq. m. equivalent to \_\_\_\_\_ sq. ft. attached to the said Flat ("Balcony/Verandah/Pocket Terrace Area/Foyer Space") delineated on the **Typical Floor Plan** thereof annexed hereto and marked as Annexure: 'F';

3.2.2. reserved for the Purchaser/s \_\_\_\_\_ of Car Parking Space/s under the stilts of the building or in the podium/basement/mechanized stack parking subject to the terms and conditions specified in **Clause 4** hereinbelow ("Car Parking Space/s").

The said Flat, Balcony/verandah/Pocket Terrace/Foyer Area and the Car Parking Space/s are more particularly described in the **SECOND SCHEDULE** hereunder written and are collectively referred to as the "**said Premises**".

3.3. The Purchaser/s has/have paid before execution of this Agreement, a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (which does not exceed 10% of the Total Consideration as earnest money) as advance payment on or before the execution of this Agreement (the payment and receipt whereof the Developer hereby admits and acknowledges) and hereby agrees to pay to that Developer the balance amount of Total Consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) as per the "**Payment Plan**" mentioned below:

- (i) **Rs. \_\_\_\_\_/-** on Execution of these presents
- (ii) **Rs. \_\_\_\_\_/-** on Completion of Slab 1/Basement 1
- (iii) **Rs. \_\_\_\_\_/-** on Completion of Brick Work & Plaster
- (iv) Balance amount of **Rs. \_\_\_\_\_/-** of Total Consideration and charges specified in **Clause 10.2** within 15 (Fifteen) days of receipt of the said Possession Notice of the said Premises by the Purchaser/s from the Developer.

3.4. Any Service Tax, Swatch Bharat Cess, Value Added Tax ("VAT"), Goods and Services Tax ("GST") or any Indirect Taxes, cess, levies (by whatever name called) applicable or levied with retrospective effect, now or in future in respect of these presents and/or the said Premises and/or the Consideration payable hereunder, shall be borne and paid by the Purchaser/s solely. The Purchaser/s hereby indemnifies/indemnify and keep/s indemnified the Developer from all costs incurred by the Developer in respect of the Service Tax or Swatch Bharat Cess or VAT or GST or any Indirect Taxes, cess, levies (by whatever name called) applicable or levied with retrospective effect, now or in future in respect

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of these presents and/or the said Premises and/or the Consideration payable hereunder. The Purchaser/s is/are solely responsible for deduction, remittance and providing appropriate credit to the Developer, of the applicable TDS (Tax Deducted at Source), if any, in respect of this presents and/or the Total Consideration. The Purchaser/s hereby indemnifies/indemnify and keep/s indemnified the Developer against all claims, costs, charges and expenses that may be made against or occasioned to or suffered by the Developer for non-deduction and/or non-remittance of the applicable TDS (if any), by the Purchaser/s in respect of this presents and/or the Total Consideration.

3.5. The Developer has given an undertaking to the said Company to the effect that the Developer shall not sell the said Flat in the New Building without the consent of the said Company and that the entire sale proceeds of the said Flat shall be deposited with and credited to the **Account No.** \_\_\_\_\_ (hereinafter referred to as "**the said Account**") of the Developer opened in the name of \_\_\_\_\_ Account in \_\_\_\_\_ Bank (hereinafter referred to as "**the said Bank**"). The Purchaser/s shall make all payments towards the Total Consideration in favour of the said Account. The Developer has obtained **No-objection Certificate** (hereinafter referred to as "**the said NOC**") dated \_\_\_\_\_ from the said Company for selling the said Flat to the Purchaser/s herein. The said **NOC** issued by the said Company is annexed hereto and marked as **Annexure: 'G'**. The amounts deposited by the Purchaser/s towards the Total Consideration in the said Account will be dealt by the Developer in the accordance with RERA read with the RERA Rules.

3.6. The Total Consideration is escalation-free, save and except escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation/demand, published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

3.7. The Purchaser/s acknowledge/s that the calculation of RERA carpet area in respect of the said Flat may undergo minor variation at the time of completion of construction of the said Flat. The Developer agrees that the variation in the RERA carpet area while handing over the said Flat to the Purchaser/s shall not be more than +/- 3% (three percent) of the carpet area of the said Flat agreed under this

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Agreement. The Purchaser/s hereby agree/s that any such change/revision in the RERA carpet area of the said Flat up to +/- 3% (three percent) is acceptable and binding upon him/her/it/them and they shall not object to such variation at any time.

- 3.8. The Developer shall confirm the final RERA carpet area and the final DCR Carpet Area that has been allotted to the Purchaser/s after the construction of the Building is complete and the Occupation Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the RERA carpet area, subject to a variation cap of 3% (three percent). The Total Consideration payable for the RERA carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the RERA carpet area within the defined limit then the Developer shall refund the excess money paid by Purchaser/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the RERA carpet area allotted to Purchaser/s, the Developer shall demand additional amount towards the said Total Consideration from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in **Clause 3.3** of this Agreement. The Developer shall execute in favor of the Purchaser/s any such appropriate agreement to record the aforesaid increase/decrease in the RERA carpet area of the said Flat, the stamp duty and the registration charges whereof shall be borne and paid by the Purchaser/s.
- 3.9. The aforesaid Total consideration to be paid by the Purchaser/s is inclusive of the proportionate price of the Common Areas appurtenant to the said Flat. The percentage of the undivided interest of the Purchaser/s in the Common Areas limited or otherwise pertaining to the said Flat shall be in proportion of the area of the said Flat agreed to be sold hereunder to the total area of the said Land/the New Building.
- 3.10. The Purchaser/s authorizes the Developer to adjust/appropriate all payments made by him/her/it/them under any head(s) of dues against lawful outstanding, if any, in his/her/its/their name as the Developer may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developer to adjust his/her/its/their payments in any manner. Time shall be essence of the contract as to aforesaid payments to be made by the Purchaser/s to the Developer.
- 3.11. The Developer shall construct the New Building in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the concerned authority and as may be modified from time to time; Provided

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however that the Developer shall obtain prior consent in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the said Premises of the Purchaser/s, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Purchaser/s.

- 3.12. The Purchaser/s shall be entitled to use the Common Areas, External Development Works and the Internal Development Works provided by the Developer together with other purchasers of flats in the New Building, but Purchaser/s shall not be entitled to claim any right therein.
- 3.13. Time is of essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing and handing over the said Premises to the Purchaser/s after receiving the Occupation Certificate in respect thereof and the Common Areas, Internal Development Works and External Development Works. The Purchaser/s shall make timely payments of all installments of the Total Consideration and other dues payable by him/her/it/them.
- 3.14. The Purchaser/s shall be entitled to the said Premises only upon the Purchaser/s making full payment of all the amounts due and payable by him/she/it/them to the Developer. The Purchaser/s shall have no claim to the remaining portion of the said Land or constructions thereon.
- 3.15. Notwithstanding anything contained herein, the Purchaser/s shall be entitled to install a safety door at the entrance of the foyer space for security purposes.

#### 4. **CAR PARKING SPACE:**

- 4.1. The Car Parking Space has been reserved by the Developer for the Purchaser/s on the following terms and conditions:
- 4.2. The rules governing the use of such car parking space shall be framed and administered by the Society to be formed of the flat purchasers of the New Building. The car parking number shall be identified and intimated to the Purchaser/s at the time of handing over of possession of the said Premises.
- 4.3. It is further made clear by the Developer to the Purchaser/s that while executing the Conveyance in favour of the Society, the area under such parking lots, open or covered, along with the structure of the basements, podiums, stilts, parking floors of the buildings out of the said project with the other structures for parking lots, if any, will also be conveyed being the part of the common areas, amenities and facilities of the New Building and the said Land appurtenant to the New Building, subject to the exclusive rights to use and occupy the parking lots

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granted by the Developer to the respective Purchasers.

4.4. Un-allotted Car Parking Spaces in the said New Building, if any, shall continue to remain the property of the Developer and shall remain in possession of the Developer only till the formation of the Society of flat Purchasers and thereafter it shall be subject to the terms of the agreement made between the Developer and the Society. It shall be upon the Developer' discretion till such time to allot/use these un-allotted spaces continue to remain with the Developer.

**5. FSI OF THE NEW BUILDING AND THE DEVELOPER'S ENTITLEMENTS IN RESPECT THEREOF:**

5.1. In this agreement, the word Floor Space Index (**F.S.I.**) or Floor Area Ratio (**F.A.R**) shall have the same meaning as understood by the MCGM under its relevant building regulations or byelaws. The Developer shall be entitled to float the F.S.I. of the project land for carrying out any permissible construction in the said project. Total FSI of 3473.72 Sq. Mt. has been sanctioned for consumption in the construction and development of the New Building.

5.2. The Developer hereby declares that no part of the presently approved FSI (Floor Space Index) has been utilised by the Developer elsewhere for any purpose whatsoever. In case the said FSI (Floor Space Index) has been utilised by the Developer elsewhere, the Developer shall furnish to the Purchaser/s all the detailed particulars in respect of such utilisation of said FSI (Floor Space Index) by it. In case while developing the said Land the Developer has utilised any FSI (Floor Space Index) of any other land or property by way of floating FSI (Floor Space Index)/TDR (Transferable Development Rights), then the particulars of such FSI (Floor Space Index) shall be disclosed by the Developer to the Purchaser/s. The residual FSI (Floor Space Index) in the said Land or the layout not consumed will be available to the Developer alone.

5.3. The Purchaser/s hereby gives his/her/its/their irrevocable consent and/or No Objection to the Developer to make additions, alterations, raise floors or put additional structure as may be permitted by the MCGM/Local Authority and other competent authorities, without affecting the rights of the Purchaser/s to the said Premises. It is agreed that the Developer shall be entitled, without affecting the rights of the Purchaser/s to the said Premises, to revise the construction plans of the New Building and to utilize the FSI (present or future), as the Developer may desire and the Purchaser/s hereby irrevocably consents to the right of the Developer to revise and modify the construction plans of the New Building from time to time till the date of receipt of the Occupation Certificate.

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5.4. The Developer shall have a right to make additions, alterations, raise floors or put additional structure as may be permitted by the MCGM/ Local Authority and other competent authorities. Such additions, alterations, structures and floors will be the sole property of the Developer who will be entitled to dispose of the same in any way they choose and the Purchaser/s hereby expressly consent/s to the same.

5.5. The Purchaser/s hereby agrees, accepts and confirms that the Developer proposes to develop the New Building (including by utilization of the full development potential) in the manner more particularly detailed hereinabove and as depicted in the layout plan at Annexure: 'C-2' hereto and Purchaser/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Developer in this regard.

5.6. The Developer shall be entitled to use the present unutilized and/or additional built up area F.S.I., T.D.R. or F.S.I. obtained in any form/by any means including F.S.I. against handover of amenity space and R. P. road/ D. P. road, internal road etc. on the said Land/New Building as and when the same is permitted either by way of construction of new building or adding floor/s or extension of the said building which are presently permitted. The Purchaser/s has/have hereby given his/her/its/their irrevocable consent therefor and the Developer shall be entitled to revise the layout/building plans, get them sanctioned from the competent authority construct the additional buildings/floors/units permitted by the competent authority and to allot/sell them to intending persons. The Purchaser/s shall have no objection for the said new purchaser/s to be admitted as member/s of Society. Notwithstanding anything contained in this Agreement to the contrary the Developer shall be entitled to utilize any balance and/or additional FSI and/or TDR or F.S.I. obtained in any form as stated in above paragraphs on any open space/areas and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the structure of building. The Developer shall also be entitled to transfer or assign the aforesaid right to any other person and the same shall be conveyed subject to the aforesaid right.

5.7. In the event of grant of additional FSI/FAR by the competent authority as a result of including but not limited to addition of extra land to the said Land, increase in FSI /FAR , purchase of paid FSI/FAR by the Developer, purchase of TDR, additional FSI as compensation, in such an event the Developer shall be absolutely entitled to utilize such additional FSI/FAR on the said Land or part thereof either by way of construction of new building or extension of any of the building/s/ phase/s on the said Land. The Purchaser/s has/have hereby given

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his/her/its/their irrevocable consent for the same and shall not object to the utilization of the additional FSI/FAR by way of construction of new building or extension of any of the existing buildings and when such FSI is granted, the Developer shall be entitled to use the same on the said Land either by way of construction of new building or extension of the building or adding floor/s on the existing building, which are presently permitted or in any other part of Larger Land as per the discretion of the Developer. The Purchaser/s has hereby given his/her/its/their irrevocable consent therefor and the Developer shall be entitled to revise the plans, get the same sanctioned from the local/Competent authority and construct the additional flats permitted by local/competent authority and to allot/sell them to the intending purchaser/s thereof. The Purchaser/s shall have no objection for the said new Purchaser/s to be admitted as members of the said Society.

6. **PROCEDURE OF HANDING OVER POSSESSION OF THE SAID PREMISES:** The Purchaser/s shall take possession of the said Premises within 15 (fifteen) days (hereinafter referred to as "**the Possession Notice Period**") of the Developer giving written notice (hereinafter referred to as "**the Possession Notice**") to the Purchaser/s intimating that the said Premises is ready for use and occupation and that the Occupation Certificate has been received for the New Building.

7. **POSSESSION OF SAID FLAT AND FORCE MAJURE EVENTS**

7.1. The Developer shall give possession of the said Flat to the Purchaser/s on or before Possession Date in accordance with procedure mentioned in **Clause 6** hereinabove.

7.2. If the Developer fails or neglects to give possession of the said Premises to the Purchaser/s in terms of this Agreement or any further or other dates as agreed to by the Parties herein in writing on account of reasons not beyond its control and of its agents by the aforesaid date,

- (i) And if the Purchaser/s does/do not intend to withdraw the allotment of the said Premises as agreed herein, then the Developer shall be liable to pay to the Purchaser/s, simple interest as specified in the RERA Rules on all the amounts paid by the Purchaser/s for every month of delay, till the date of handing over of the possession of the said Premises to the Purchaser/s.
- (ii) And if the Purchaser/s intend/s to withdraw the allotment of the said Premises as agreed herein, then the Developer shall be liable to refund on demand to the Purchaser/s the amount already received by the Developer in respect of the said Premises with interest at the rate as specified in the RERA Rules, from the

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date the Developer has received the aforesaid amount of the Total Consideration till the date the aforesaid amount alongwith interest thereon is repaid.

(iii) The Purchaser/s hereby acknowledges and agrees that he shall choose either of the aforesaid remedies mentioned in **Clause 7.2(i)** and **Clause 7.2(ii)** and not both.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date, if the completion of the New Building in which the said Premises is to be situated is delayed on account of:-

- i. All force majeure events stipulated in the Act including but not limited to war, civil commotion or act of God; or
- ii. any notice, order, rules, notification of the Government and/or other public or competent authority; or
- iii. Any stay order/injunction order or direction issued by any Court of Law, Tribunal, competent authority, MCGM, statutory authority, high power committee;
- iv. Any other circumstances that may be deemed reasonable by the Authority.

Provided that the Purchaser/s shall not be entitled to terminate this Agreement on any grounds other than those mentioned in this Clause.

7.3. It is an express condition of this Agreement that if the Purchaser/s of commit/s default in payment of any of the said amounts in accordance with the Payment Plan, the Developer shall not be liable or responsible for delay in completion the New Building and/or in handing over possession of the said Flat or Premises to the Purchaser/s on the date specified herein.

#### **8. DELAY IN PAYMENTS BY THE PURCHASER/S AND CONSEQUENCES THEREOF:**

8.1. On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his/her/its/their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at their own option to terminate this Agreement and re-enter upon and resume possession of the said Premises and everything whatsoever therein. Provided always that the power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer has given to the Purchaser/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in

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respect of which it is intended to terminate this Agreement and the Purchaser/s has/have failed and/or defaulted in remedying such breach or breaches to the satisfaction of the Developer within the aforesaid 15 (fifteen) days after having received such notice.

8.2. Provided further that upon termination of this Agreement as aforesaid, and within 30 (thirty) days therefrom, the Developer shall refund to the Purchaser/s the installments of the Total Consideration of the said Flat which may till then have been paid by the Purchaser/s to the Developer and after deducting the expenses, charges, outstanding, interest, etc. from the instalments paid. However, the Developer shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Developer after deducting therefrom expenses, charges, outstanding interest, etc. that may have been incurred by the Developer in respect of this transaction, the Developer shall be at liberty to dispose of and sell the said Premises to such person and at such price as the Developer may in its absolute discretion think fit. The Developer shall not be liable to refund to the Purchaser/s any amounts paid in respect of and pursuant to this Agreement to any statutory authority whosoever on behalf of the Purchaser/s.

#### **9. STRUCTURAL DEFECTS AND DEFECT LIABILITY:**

9.1. If within 5 (five) years from the date of the receipt of the Occupation Certificate in respect of the said Flat or the issuance of the Possession Notice, whichever is earlier, the Purchaser/s brings to the notice of the Developer any defect in the said Flat or the New Building in which the said Flat is situated or the material used therein, such defects or unauthorized changes shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects or unauthorized changes then the Purchaser/s shall be entitled to receive from the Developer a reasonable compensation for such defect or change. The word defect hereinabove stated shall mean only the structural defects caused on account of workmanship, quality or provision of service and shall not mean defects caused by normal wear and tear, negligent use of the said Flat, abnormal fluctuations in the temperatures, abnormal heavy rains etc. In the event of there being any external leakages or external defects to the New Building being detected within the above-mentioned period of 5 (five) years, the same shall be rectified by the Developer. However, any internal repairs inside the said Flat shall be carried out by the Purchaser/s at his/her/its/their own costs.

9.2. It is clarified that the liability of the Developer under **Clause 9.1** shall not extend to:

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- (A) any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser/s and/or any other purchasers in the New Building (including the family members, servants, occupants, licensees of such Purchasers) i.e. against the guidelines, precautions, warranties, warnings on the products, provided by the Developer/Utility Providers for the said New Building.
- (B) defects caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature; negligent use of the said Flat or the Internal Fittings provided therein. Defects in Internal Fittings are not included therein and are subject to individual warranties provided by the manufacturers of such Internal Fittings in this regard.

**10. PAYMENTS BY THE PURCHASER/S TOWARDS OUTGOINGS:**

10.1. The Purchaser/s shall, within 7 (seven) days from the date of receipt of demand from the Developer in accordance with the terms of this Agreement, pay to the Developer such sum or sums of amount or amounts, as mentioned hereunder in **Clause 10.2**, being his/her/its/their proportionate share of deposits to be permanently retained with different authorities and/or with the Developer and also amounts towards outgoings and expenses necessary and incidental to the management and proper maintenance of the said Land and/or the said New Building including the recreational facilities including but not limited to:

**I. CHARGES/TAXES/CESS:**

- (i) Municipal Cess/charges/taxes,
- (ii) Water charges/taxes,
- (iii) Electricity charges.

**II. DEPOSITS:**

- (i) Water meter deposit,
- (ii) Electric meter deposit,
- (iii) Gas Connection deposit,
- (iv) Any other deposit.

**III. EXPENSES/OUTGOINGS:**

- (i) One year's outgoings in advance (specified hereinafter),
- (ii) Advance towards Municipal taxes, as determined by the Developer,
- (iii) Expenses relating to management and maintenance of Corporate Body/Society to be paid in advance as determined by the Developer.

**IV. ANY OTHER:**

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(i) Any other dues as herein otherwise contained as may be applicable also payable at the time of delivery/possession of the said Premises.

10.2. The Purchaser/s shall on or before delivery of possession of the said Premises also pay to the Developer the following amounts:

I	_____	Internal Development Charges.
II	_____	Share money application/entrance fee of the Society.
IV	_____	Maintenance and other charges (hereinafter referred to as " <b>the said Maintenance Deposit</b> ") for 12 (twelve) months from the date of Possession.

The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and the Developer shall be entitled to utilize the same for the aforesaid purposes and the balance, if any, shall be handed over to the Society of the New Building "**HERSH AANGAN, by TRIDHAATU**", as and when the same is formed.

10.3. The Purchaser/s shall be liable to pay from the date of delivery of possession of the said Premises (which date means the date of expiry of the Possession Notice Period specified in **Clause 6** hereinabove irrespective of whether the Purchaser/s has/have taken possession of the said Premises or not for any reason whatsoever), the Purchaser/s shall be liable to bear and pay the proportionate share (*i.e.* in proportion to the carpet area of the said Flat) of "**Outgoings**" in respect of the said Land and the New Building inclusive of but not limited to local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Land and the New Building. Until the Society is formed and the said Land and the New Building are transferred to it, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined by the Developer. The Purchaser/s further agree/s that till the Purchaser/s' share is so determined the Purchaser/s shall pay to the Developer such provisional monthly contributions as may be determined by the Developer towards the said outgoings. The Maintenance Deposit so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until a conveyance/assignment/lease deed of the New Building Land and the New Building is executed in favour of the Society as aforesaid. Subject to the provisions of RERA, on such conveyance/assignment/lease deed being executed, the balance of the Maintenance Deposit, if any, shall be paid by the Developer to the Society. Unless

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the Purchaser/s has/have deposited/paid to the Developer the said Maintenance Deposit, towards the aforesaid outgoings, the Developer shall not be bound to hand over the possession of the said Premises to the Purchaser/s. It is clearly understood that the said Maintenance Deposit does not include the dues for the electricity bills for the said Premises. The Purchaser/s shall be liable to pay electricity charges of individual meters separately. It is understood that the Developer shall themselves look after the maintenance of the said Land and the New Building from the date of completion of the New Building till the date of the execution of conveyance/assignment/lease deed in favor of the Society and apply the said Maintenance Deposit towards expenses on this account. If it is found by the Developer that the said Maintenance Deposit are not adequate to meet the outgoings, the Developer shall have the right to demand the payment of additional deposit from the Purchaser/s, and the Purchaser/s hereby agree/s to meet such requisition without protest within 7 (seven) days thereof. The Developer shall during such period from the expiry of the Possession Notice Period be entitled to charge the Purchaser/s along with the purchasers of other premises, management fees as determined by the Developer over and above the entire outgoings which may otherwise become payable by the Purchaser/s to the Developer; provided however that the liability of the Purchaser/s to pay the management fees mentioned hereinabove shall cease on the date of the vesting of the said Land and the New Building in possession and management and control of the Society.

10.4. The Developer shall maintain a separate account in respect of the sums received by the Developer from the Purchaser/s as advance or deposit on account of share capital, outgoings etc.

#### **11. PAYMENT OF ADDITIONAL AMOUNTS BY THE PURCHASER/S:**

11.1. The Purchaser/s shall further within 7(seven) days prior to the delivery of possession of the said Premises deposit such amounts as may be determined by the Developer as security for due observance and performance of all his/her/its/their obligations provided in the preceding Clauses. The Purchaser/s shall not be entitled to question either the quantum of such amounts nor claim any interest thereon or the appropriation of the same for the purposes for which they have been paid and/or deposited by the Purchaser/s.

11.2. The Purchaser/s hereby further agree/s and undertake/s to pay to the Developer on demand and/or within 7(seven) days of receipt of the said Possession Notice, such additional amount or amounts as may be determined and/or demanded by the Developer in respect of any additional facility and/or amenities, if any, as

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may be provided by the Developer in addition to such Amenities as provided under this Agreement.

- 11.3. The Developer shall always have right to levy and collect amounts towards taxes, betterment charges, cess and other levies to be charged and collected from the Purchaser/s as per prevailing laws, rules, regulations, notifications, bye-laws etc. till the conveyance of the New Building in favour of the Society.
- 11.4. The Developer, after deducting from the various amounts paid by the Purchaser/s to the Developer as deposits (other than deposits to be retained permanently and towards expenses due in respect of the said Premises as aforesaid) and the costs, charges, and expenses referred to hereinafter in the proportion decided by the Developer, shall transfer the balance, if any, to the Society. The accounts, in this behalf shall be rendered by the Developer to the Society, if demanded by the Society, and not to the Purchaser/s in his/her/its/their own capacity.
- 11.5. If any amounts due and payable by the Purchaser/s remains unpaid then the Developer at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Purchaser/s or from any amount payable to the Purchaser/s and adjust the account accordingly and in case still there are dues from Purchaser/s make demand accordingly.
- 11.6. So long as each purchaser of the flats in the New Building shall not be separately assessed, the Purchaser/s shall pay such proportionate part of the assessment in respect of the New Building as may be provisionally determined by the Developer, whose decision shall be final and binding upon the Purchaser/s.
- 11.7. The Purchaser/s undertake/s to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the MCGM/ Local Authority and/or Government and/or Public Authority.
- 11.8. In case any deposit or money or any other charges are demanded by any authority for the purpose of giving water, electricity, sewerage, drainage and/or any other security deposit for appropriate connection to the New Building such deposit or money or any other charges, in addition to and over and above the charges specified in **Clause 10.2**, the same shall be payable by all the purchasers of the flats in proportionate share and the Purchaser/s agree/s to pay within 7 (seven) days of demand to the Developer his/her/its/their share of such deposit or money.
- 11.9. If at any time, any development and/or betterment charges and/or any other levy is demanded or sought to be recovered by the MCGM, Local authority, Government and/or any other public authority in respect of the said Premises

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and/or the New Building, the same shall be the responsibility of the all the purchasers of the flats in the New Building and the same shall be borne and paid by all the purchasers including the Purchaser/s in proportionate shares.

11.10. **Method Of Calculation Of Proportionate Share:** Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the RERA carpet area of the said Premises to the total RERA carpet area of all the other premises/units/areas/spaces in the New Building.

**12. RIGHTS OF THE DEVELOPER:**

- 12.1. The Developer shall be entitled to put hoarding/boards of their brand name in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and/or the New Building and on the façade, terrace, compound wall or other part of the New Building. The Developer shall also be entitled to place, select, decide hoarding/board sites.
- 12.2. The Developer is entitled to aggregate any contiguous land parcel with the development of the said Land, as provided under the Proviso to Rule 4(4) of the RERA Rules; The Developer shall be entitled to amalgamate the said Land or any part thereof with any other property or vice versa and upon such amalgamation, the Developer shall be entitled to alter the layout as it may deem fit. The Purchaser/s hereby grants his/her/its/their irrevocable consent for such change/modification/alteration of layout.
- 12.3. The Developer shall be entitled to and shall be at liberty to make changes, modifications or alterations in the layout and building plans, so also the user of the Flat/s in the said building, locations of the said project amenities, other buildings out of the said project and that of utilities et cetera, as well as to increase or decrease the total number of Flats in the said building. The Purchaser/s hereby grants his/her/its/their irrevocable consent for such change/modification/alteration of layout and/or building plans or the use of flats, or the total number of flats at the absolute discretion of the Developer, without adversely affecting design/area of the said flat agreed to be purchased by the Purchaser/s.
- 12.4. In case the Developer forms the said Society as agreed herein before sale or disposal of some of the flats in the said building, in that case the Developer shall have the privilege and right to sell, dispose of such unsold flats to any person/s as per its discretion at any time in future, without any objection of whatsoever nature on the part of the Purchaser/s or the said Society. The flats in respect of which concerned agreements to sell are cancelled or terminated as

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envisioned under this Agreement, shall also be treated as unsold flats for the purpose of this clause. Such new purchaser/s shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any other consideration/fee. The Purchaser/s as well as the said Society shall extend all co-operations to the Developer and the new purchaser/s in this regard.

- 12.5. In the event any portion of the said Land being required by any utility/service provider for installing any electric sub-station/transformer/Building gas bank machinery, plants, buildings, etc., the Developer shall be entitled to transfer such portion to the said utility/service provider or any other body for such purpose on such terms and conditions as the Developer deems fit and/or as per requirement of such utility/service provider or as per applicable law/rules/regulations.
- 12.6. All the common areas amenities and facilities of the New Building shall remain under the charge and control of the Developer till the Developer formally hands over the charge and control thereof to the Society.

**13. FORMATION OF SOCIETY AND CONVEYANCE TO THE SOCIETY:**

- 13.1. The Purchaser/s along with other purchasers of premises in the New Building along with the said Owners shall join in forming and registering a Society (herein referred to as "**the Society**") as may be decided by the Developer to be known by such name as the Developer may decide and which will be approved by the Registrar of Co-operative Societies and for this purpose also from time to time sign and execute the application for registration and for membership and other papers and documents necessary for the formation and registration of the Society and for becoming a member, including adoption of the bye-laws of the Society and shall duly fill in, sign and return them to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Purchaser/s, so as to enable the Developer to register the organization of the Purchaser/s, under applicable laws, rules and regulations. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies as the case may be or any other competent authority.
- 13.2. After completion of the New Building on the New Building Land and after the Developer has received the purchase price of all the flats and all other amounts payable by the purchasers thereof under the respective agreements, the Developer and the said Owners shall unless it is otherwise agreed to by and between the Parties hereto, within 3 (three) months of the registration of the

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Society as aforesaid cause to be executed a **LEASE DEED** (hereinafter referred to as the "**said Lease Deed**") in respect of the New Building Land in favor of the Society. The said Lease Deed shall be executed in the format annexed and marked as 'Annexure XII' to the said Development Agreement. Under the said Lease Deed, the New Building Land and the New Building shall be demised and granted alongwith all rights to use way, water, air, light and privy and other easements in respect of the New Building Land together with the New Building in favour of the Society for a term of 999 (Nine Hundred and Ninety Nine) Years and for the Annual Rent of Rs.1/- by the said Owners with the confirmation of the Developer and the said Lease Deed shall be in accordance with the terms and provisions of the present Agreement. At the time of registration of said Lease Deed of the New Building Land and the New Building, the Purchaser/s shall pay to the Developer, the Purchaser/s' share of stamp duty and registration charges payable, by the said Society on the said Lease Deed in respect of New Building Land together with the New Building.

- 13.3. The name of the Society shall be solely decided by the Developer.
- 13.4. The Society shall admit all purchasers of Flats and premises in the said New Building as members, in accordance with its bye-laws.
- 13.5. The Developer may sell, transfer or assign all their rights and interest in the said Land and the New Building (subject to the rights and interests created in favour of the Purchaser/s under this Agreement) including in respect of the unsold flats in the New Building but without in any manner affecting the Purchaser's rights. The Purchaser/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that it shall not raise objection to the aforesaid right of the Purchaser/s in any manner;
- 13.6. The Developer shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the New Building, if any.
- 13.7. The Developer agree and undertake with the Purchaser/s that upon the Purchaser/s paying to the Developer all the amounts due and payable under this Agreement within the time specified and the if Purchaser/s has/have not failed to perform or observe any of the covenants stipulated on his/her/its/their part herein contained, the Developer shall ensure admission of the Purchaser/s as Member/s in the Society. And the Purchaser/s agree/s and undertake/s to execute all such applications, forms and such other writings and documents as may be necessary under the bye-laws of the Society for admission of the Purchaser/s as the member/s of the Society.
- 13.8. The Developer shall not be liable to pay any maintenance or common expenses in respect of any unsold flats in the New Building. The Developer shall however,

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bear and pay proportionate assessment in respect of the unsold flats in the New Building.

**14. PURCHASER/S COVENANTS:**

14.1. The Purchaser/s for himself/herself/itself/themselves with intention to bind all persons into whomsoever hands the said Flat may come, doth/do hereby covenant with the Developer as and thereafter to the Society;

14.1.1. To maintain at his/her/its/their own cost the said Flat agreed to be purchased by him/her/it/them in the same condition, state and order in which it is delivered to him/her/it/them and to abide by all bye-laws, Rules and Regulations of the Government, the MCGM, Local authority and any other authority and Local Bodies, and to attend to, answer and be responsible for all actions and violations of any of the conditions or Rules or Bye-Laws and shall observe and perform all the terms and conditions contained in this presents.

14.1.2. To maintain the said Flat at Purchaser/s' own cost in good tenable repair and condition from the date of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the New Building, in which the said Flat is situated staircases or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the New Building and the said Flat itself or any part thereof.

14.1.3. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the New Building in which the said Flat is situated and in case any damage is caused to the New Building in which the said Flat is situated or to the said Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

14.1.4. To maintain the said premises and to carry at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done

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anything in or to the New Building in which the said Flat is situated or the said Flat which may be against the rules and regulations and bye-laws of the concerned local authority. And in the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

14.1.5. Not to demolish or cause to be demolished nor erect or cause to be erected nor remove or cause to be removed any works, amenities, Internal Fittings make or cause to be made any addition or alternation of whatever nature in or to the said Flat or any part thereof, nor make any alternation in the elevation and outside color scheme of the New Building in which the said Flat is situated and shall keep the portion sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the New Building in which the said Flat is situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C., or other structural members in the said Flat without the prior written permission of the Developer and/or the Society and structure engineer.

14.1.6. The Purchaser/s shall not affix any sign boards, name boards or display boards or advertisement nor shall fix any neon lights in or about the said Premises and/or any portion of the said Land save and except the place or spot specified by the Developer and/or the Society for affixing merely the name or the sign board of the Purchaser/s which will normally be near the entrance of the said premises of the Purchaser/s. The sign/name/display board shall be such as has been duly approved by the Developer prior to the placement thereof.

14.1.7. The Purchaser/s shall permit the Developer and their agents at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and condition thereof and shall make good, within 3(three) months of the Developer giving a notice, all defects, decays and want of repairs of which notice in writing shall be given by the Developer to the Purchaser/s.

14.1.8. The Purchaser/s shall permit the Developer and their agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof for the purpose of repairing any part of the New Building and for the purposes of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and

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good condition all services, drains, pipes, cables, water covers, gutters, wires party structure and other conveniences belonging or serving or used for the New Building and also for the purpose of laying down, maintaining, repairing and testing drainages, gas and water pipes and electric wires and for similar purposes and also for the purpose of cutting off supply of water to the said premises or any other premises in the New Building in respect whereof the Purchaser/s or the occupier of any other premises as the case may be shall have made default in paying his/her/its/their contribution of the water tax or charges and other outgoings.

- 14.1.9. To use the said Flat for residential purpose and the said Car Parking Facility for parking of their vehicle and not for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the New Building or to the Developer or occupiers of the neighboring properties nor for any illegal or immoral purpose.
- 14.1.10. Not to carry out any interior work in respect of the said Flat without any prior written consent of the Developer.
- 14.1.11. The Purchaser/s shall furnish the said Flat at his/her/its/their entire cost and consequences and shall also remove the debris caused by such furnishing immediately if kept collected in the compound or any part of the said Land and if the Purchaser/s fail/s to do so the Developer shall do so and deduct the amount of such cost from the Deposits deposited by the Purchaser/s with the Developer.
- 14.1.12. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 14.1.13. Not to throw dirt, rubbish, rags, or other garbage or permit the same to be thrown from the said premises in the compound or any portion of the said Land.
- 14.1.14. To bear and pay increase in local taxes, water charges, ground rent, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser/s viz. user for any purposes other than as stipulated herein;
- 14.1.15. Not to sub-let, transfer, assign or part with the Purchaser/s' interest or benefit in this Agreement or part with possession of the said Premises until all the dues payable by the Purchaser/s to the Developer under

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this Agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have given prior intimation in writing to the Developer in that behalf.

- 14.1.16. The Purchaser/s shall not change the façade or decorate the exterior of the said Premises or make any alterations in the elevation and outside color scheme of the said premises without the prior written consent of the MCGM and the Developer or the said Association as the case may be.
- 14.1.17. The external elevation of the New Building constructed is a work of, which rights are vested with the Developer. The Purchaser/s shall not alter or modify the external elevation of the New Building.
- 14.1.18. If the Purchaser/s desire/s to install grill/s to any of the windows in the said premises then he/she/they shall ensure that the grills are as per the design and position approved by the Developer in writing.
- 14.1.19. To install air conditioners of window model or type only at a designated place. The Purchaser/s may however install split unit/s of air conditioner/s.

14.2. Till the date of receipt of possession of the said premises by the Purchaser/s from the Developer, the Purchaser/s shall not be entitled to sell and/or transfer his/her/its/their right, title, interest and benefits under this Agreement to any third party without obtaining No Objection Certificate from the Developer.

15. **GRANT/DEMISE/ASSIGMENT:** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Land and/or the New Building and/or any part thereof. The Purchaser/s shall have no claim save and except of the said Premises and undivided interest in the common areas and facilities limited or otherwise all open spaces including garden, parking spaces, lobbies, staircases, terraces, recreation spaces etc. until the said Land and the said New Building is transferred to the Society.

16. **BINDING EFFECT:** Forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser/s fails to execute and deliver to the Developer this Agreement within 30 (thirty)

DEVELOPER	PURCHASER/S

days from the date of its receipts by the Developer and/ or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall be entitled to serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser/s, the Developer shall be entitled to treat the application of the Purchaser/s as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever. The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer' Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser/s, in Mumbai. After the Agreement is duly executed by the Purchaser/s and the Developer or simultaneously with the execution the said Agreement, the same shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai. The copy of the Board Resolution authorizing the aforementioned authorized signatory of the Developer is annexed hereto as Annexure: 'H'.

17. **DELAY OR FORBEARANCE- NOT A WAIVER:** Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developer.

18. **NOTICES:** All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s, By Registered Post A.D./Under Certificate of Posting at his/her/its/their address specified below:- viz. \_\_\_\_\_ . All communications shall be sent by the Developer to the Purchaser/s whose name appears first and at the address given by him/her/it/them which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

19. **INSURANCE BY THE DEVELOPER:** The Developer is required under the Act to have the New Building insured by an insurance company. The Purchaser/s is aware and acknowledges that this being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with the requirements of the said Act and the rules made thereunder. The Developer shall, in accordance with the Act and the Rules, subscribe to insurance policy/policies or product subject to their availability in the

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insurance sector. However, the Developer will not be responsible in any manner if suitable insurance product/ policy for the aforementioned is unavailable and/or is available but does not fulfill all the requirements under applicable law.

**20. COVENANTS IN RESPECT OF THIS AGREEMENT:**

- 20.1. It is clearly understood and agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the New Building shall equally be applicable to and enforceable against any subsequent Purchaser/Transferee of the said Premises, in case of transfer, as the said obligations go alongwith the said Premises for all intents and purposes.
- 20.2. This Agreement alongwith its Schedules and Annexure constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letters, correspondences, arrangements, whether written or oral, if any, between the parties in regards to the said Premises, as the case may be.
- 20.3. This Agreement may only be amended by written consent of the parties hereto.
- 20.4. If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

21. **STAMP DUTY AND REGISTRATION CHARGES:** The charges towards stamp duty and registration of this Agreement shall be borne and paid by the Purchaser/s.

22. **DISPUTE RESOLUTION:** Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Regulatory Authority at Mumbai as per the provisions of RERA and the rules and regulations made thereunder.

23. **JURISDICTION:** This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Competent Jurisdiction in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

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24. **GOVERNING LAW:** This Agreement shall always be subject to the provisions of the MOFA i.e. The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and RERA i.e. the Real Estate (Regulation and Redevelopment) Act, 2016 and the rules made there under.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(Description of "the said Land")**

**ALL THAT** pieces and parcels of land bearing CTS Nos.183, 183/1 to 183/18 and 191 admeasuring in aggregate 2632.6 Sq. Mt. or thereabouts of Village Wadhwali, Taluka Kurla, within the Registration District and Sub-District of Bombay City and Bombay Suburban, lying being and situate at Wadhwali Village, Off C. Gidwani Road, Chembur, Mumbai - 400074, within the Limits of Brihanmumbai Mahanagarpalika and bounded as follows, that is to say:

On or towards East : C.T.S No.190

On or towards North : C.T.S No.184

On or towards West : C..T.S No.194

On or towards South: C.T.S No.193

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(Description of "the said Premises")**

**Flat bearing No.** \_\_\_\_\_ comprising of \_\_\_\_\_ (\_\_\_\_\_) Bedrooms, Hall and Kitchen on the \_\_\_\_\_ (\_\_\_\_\_) **Floor** admeasuring \_\_\_\_\_ Sq. Mt. equivalent to \_\_\_\_\_ Sq. Ft. (RERA carpet area) [\_\_\_\_\_ Sq. Mt. equivalent to \_\_\_\_\_ Sq. Ft. (DCR carpet area)], alongwith the exclusive use and occupation of Balcony/Verandah/Terrace/Foyer Area admeasuring \_\_\_\_\_ Sq. Mt. equivalent to \_\_\_\_\_ Sq. Ft. and Car Parking Facility for \_\_\_\_\_ (\_\_\_\_\_) Car/s in the New Building known as "**HERSH AANGAN, by TRIDHAATU**" standing on the said Land more particularly described in the First Schedule hereinabove written.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement executed the day and year first hereinabove written.

<b>SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPER:</b>	<b>PHOTO</b>	<b>THUMB IMPRESSION AND SIGNATURE</b>
<b>TRIDHAATU BHARADWAJ DEVELOPERS LLP, by the hand of its Authorized Signatory</b>  _____  In the presence of: )		

1. )  
2. )

<b>DEVELOPER</b>	<b>PURCHASER/S</b>
------------------	--------------------

SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER/S:	PHOTO	THUMB IMPRESSION AND SIGNATURE
MR. _____		

In the presence of: )

1. )  
2. )

**TABLE OF ANNEXURE:**

ANNEXURE	PARTICULARS
<b>A</b>	Title Certificate dated 9 <sup>th</sup> October 2013.
<b>B</b>	Extract issued by the Superintendent of City Survey and Land Records.
<b>C-1</b>	Intimation of Disapproval.
<b>C-2</b>	Block Plan, Location/Layout Plan and Plan showing Open Spaces.
<b>C-3</b>	Commencement Certificate.
<b>D</b>	RERA Certificate.
<b>E</b>	Common Areas i.e. Amenities and Facilities to be provided by the Developer in the New Building And External Development Works And Internal Development Works And Internal Fittings (Amenities to be provided in the said Flat).
<b>F</b>	Typical Floor Plan (Showing the said Flat by hatched lines and the Balcony/Verandah/Pocket Terrace Area/Foyer Space shown delineated).
<b>G</b>	NOC from the said Company.
<b>H</b>	Board Resolution.

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**RECEIPT**

**RECEIVED** from the within-named Purchaser/s, the amounts listed herein below being part payment of Total Consideration payable by the Purchaser/s in respect of the said Premises:

AMOUNT PAID BY THE PURCHASER/S (RS.)	PARTICULARS OF RECEIPT
Rs. _____/-	In favour of the Developer
Rs. _____/-	Towards applicable TDS
Rs. _____/-	<b>Total</b>

**WE SAY RECEIVED,**  
**TRIDHAATU BHARADWAJ DEVELOPERS LLP**

\_\_\_\_\_  
**(DEVELOPER)**

<b>DEVELOPER</b>	<b>PURCHASER/S</b>

To,

Name: \_\_\_\_\_,

Address: \_\_\_\_\_,

Respected Sir/Madam,

Re: Allotment Letter of \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ BHK Flat in the proposed building known as "**HERSH AANGAN by TRIDHAATU**" being constructed on all that pieces or parcels of land bearing C.T.S. No.183, 183/1 to 183/18 and 191 of Wadhwali Village, Off. C. Gidwani Road, Chembur, Mumbai – 400074 of Village Wadhwali, Taluka Kurla, situate, lying and being at C. Gidwani Road, Chembur, Mumbai 400 074.

- A. We, **TRIDHAATU BHARADWAJ DEVELOPERS LLP** ("the Developers") have acquired the development rights in respect of all that pieces or parcels of land bearing C.T.S. No. 183, 183/1 to 183/18 and 191 of Village Wadhwali, Taluka Kurla, situate, lying and being at C. Gidwani Road, Chembur, Mumbai 400 074, (hereinafter referred to as "**the said Property**") from Mr. Rajeev Jayaprakash Bhardwaj and Mr. Ashok Jayaprakash Bhardwaj (hereinafter referred to as "**the Owners**").
- B. You intend to acquire and we have agreed to allot to you \_\_\_\_\_ (\_\_\_\_\_) **Flat bearing No.** \_\_\_\_\_ **comprising of** \_\_\_\_\_ (\_\_\_\_\_) **Bedrooms, Hall and Kitchen on** \_\_\_\_\_ (\_\_\_\_\_) **Floor** containing by admeasuring \_\_\_\_\_ Sq. Mt. equivalent to \_\_\_\_\_ Sq. Ft. (RERA carpet area) \_\_\_\_\_ Sq. Mt. equivalent to \_\_\_\_\_ Sq. Ft. (DCR carpet area)] along with permissible amenities and \_\_\_\_\_ (\_\_\_\_\_) **Car Parking Space** (hereinafter be collectively referred to as "**the said Premises**") in the proposed Building to be named as "**HERSH AANGAN by TRIDHAATU**" (hereinafter referred to as "**the New Building**") for an aggregate consideration of sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ Only)**. This Allotment is subject to obtaining necessary approvals/permissions/sanctions/licenses from the concerned statutory authorities as may be sanctioned by the Municipal Corporation of Greater Mumbai (MCGM).
- C. You have perused and satisfied yourself as regards our rights to develop the said Property and allot the various Premises of the said New Building under construction on the said Property and you shall not raise any issues with respect to our rights, title and interest in respect of the said Property.
- D. This Letter of Allotment is issued to you for the sake of convenience only and shall not at any time be construed to be an Agreement for Sale as contemplated under Section 4 of the Maharashtra Ownership Flats (Regulation and Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Real Estate (Regulation and Development) Act, 2016.

- E. You have been further informed by us that the detailed terms and conditions of allotment shall be incorporated in the formal Agreement for Sale which shall be executed between us in due course of time.
- F. You have confirmed that you will become a member of the Society (hereinafter referred to as "**the said Society**") which may be formed of all the persons who shall be allotted flats in the said Building when formed by us and for such purpose you will sign all papers as may from time to time be required by us. You have also agreed to sign any other writing or writings and all necessary forms and papers for the purpose of formation and registration of the said Society. You will observe the rules and regulations that may from time to time be framed by us for the purpose of management of the said building and the bye-laws, rules and regulations of the Society and amendments and modifications thereto from time to time.
- G. Additionally, it is agreed that on or before taking possession of the said Premises by you, you shall keep deposited with us various deposits/amounts which shall be demanded from you from time to time, required for legal charges, share money, application/entrance fee of the said Society or towards formation and registration amount of the said Society.
- H. Commencing a week after notice in writing is given offering possession of the said Premises to you, you will be liable to pay all outgoings, taxes, water charges, electric charges, security deposit, cess, etc. levied by the concerned authorities and maintenance charges, development charges, infrastructural charges, club membership fees, administrative expenses, legal charges in respect thereof irrespective of whether possession of the said Premises has been taken or not by you.
- I. We shall be entitled to vary and modify the plans in respect of the proposed building as may be required by the concerned authority without prejudicing the area of the said Premises hereby reserved for you.
- J. We shall have the first lien and charge on the said Premises until a formal Agreement for Sale is executed between us in respect of the said premises.
- K. You are aware that as per present statute, Service Tax/VAT/GST is/are leviable/applicable on the allotment consideration payable against the said premises to be mutually finalized between us, and consequently the purchase price payable by you to us in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. You hereby undertake to pay the amount of the Service Tax/VAT/GST as and when the demand is raised by us hereafter and further shall not dispute or object to payment of such statutory dues. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government, GST or any other taxes become payable hereafter on the amounts payable by you to us in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, you shall be solely and exclusively liable to bear and pay the same and shall be responsible to bear and pay and/or reimburse to us, all statutory taxes, dues, levies and duties by whatever name called and/or of whatsoever nature including but not limited to service tax, VAT, GST, levied/charged by the State and/or Central Government or any other competent authority in respect of this transaction including Agreements executed with you in respect of the said Premises at any time hereafter and you hereby agree and undertake to indemnify and keep us and our successors-in-title and assigns indemnified in respect thereof.
- L. You have agreed to bear and pay the applicable Stamp Duty and Registration charges on the Agreement which may be executed in pursuance hereof.

- M. All letters, circulars, receipt and /or notices to be served on you as contemplated by this present shall be deemed to have been duly served if sent to you by registered post A.D./Under Certificate of posting at your address known to us which will be sufficient proof of receipt of the same by you and shall completely and effectively discharged of our entire obligation. For this purpose you have given complete address specified hereinabove.
- N. You shall not be entitled to sell, transfer and assign the benefits arising hereunder to any person whomsoever without our written consent.
- O. This allotment is not and shall not be construed to mean a transfer under Transfer of Property Act and/or Maharashtra Ownership of Flats Act (MOFA), 1963.
- P. By putting your signature at the foot of this writing/Allotment Letter, you are confirming and agreeing the terms and conditions as mentioned herein.
- Q. This Allotment Letter is being issued in Duplicate, one executed Original copy to be retained by you and one executed Original copy to be retained by the Developers.

Yours truly,

For **TRIDHAATU BHARADWAJ DEVELOPERS  
LLP**

**MR. \_\_\_\_\_**

**PARTNER**

**WE CONFIRM THE ABOVE,**

Name: \_\_\_\_\_

(Signature/s and Name of the  
Allottee/s)